Request for Qualifications 52288 for Equipment Rental and Related Services

PURPOSE: The City is requesting Statements of Qualifications (SOQ's) from qualified firms with experience in providing rental equipment and related services for participation in a Multi-Year Contract (up to 5 years). Each qualifying vendor will receive a Contract to provide rental equipment as needed for the various City of Memphis Divisions. An award of a Contract does not guarantee vendors will receive any orders.

SCOPE OF WORK: The work to be performed is for providing industrial plant equipment and related parts and service based on categories.

<u>**DUE DATE**</u>: Qualification Statements must be received by the City no later than 12:00 noon CT on September 15, 2021. To be responsive, Qualification Statements must provide all requested information, and must be in strict conformance with the instructions set forth herein. Qualification Statements must be signed and acknowledged by the Respondent.

Number of copies

Respondents must submit one (1) signed original (clearly marked as such) and one (1) copy of their proposal of which must be unbound (for photocopying purposes), delivered according to the below delivery options. Proposals forwarded by facsimile or e-mail will not be accepted.

USPS (or other common carrier)
City of Memphis
Purchasing Department, Room 354
125 N. Main Street
Memphis, TN 38103

Hand Delivery
City of Memphis
Main Lobby – Bid Drop Box
125 N. Main Street
Memphis, TN 38103

The label should identify the contents as:

Your company name & address. RFQ Title, RFQ #.

SUBMITTAL REQUIREMENTS: Each responding vendor is required to complete a submittal form with category of equipment selected. Submittals shall be in a sealed envelope, with the RFQ Number, RFQ Name, and Vendor Name clearly marked on the outside of the envelope. Submittals must be received no later than the Due Date and Time listed above.

MINIMUM QUALIFICATIONS: Each vendor shall have a minimum of five (5) years of experience in the category of rental equipment to be provided. Each vendor eligible to receive a Contract resulting from this Request for Statements of Qualifications will be required to provide proof of insurance before a Contract will be issued. Insurance requirements are listed at the end of this document.

CRIMINAL AND CIVIL PROCEEDINGS DISCLOSURE:

Each vendor will describe all ongoing and past civil and criminal proceedings within the last 10 years, indicating the status of current proceedings and the outcome of closed or completed actions. Vendors will also describe, if any, how the outcome of actions impacted company business operations.

GENERAL CONDITIONS:

- 1. If your company is awarded a contract the city will request a quote for equipment as needed. Vendor's quote shall list all equipment (and related parts) and materials requested by the City of Memphis, shipping date, and expected delivery date.
- 2. All orders shall be FOB, freight pre-paid. No sales taxes shall apply
- 3. Vendor(s) quote must include pricing per each piece of equipment, as well as maintenance and repair terms for the equipment if applicable.
- 4. All quotes received will be reviewed and selection will be determined based on the vendor (s) quote that best meet the needs of the City.
- 5. All orders shall be FOB, freight pre-paid. No sales taxes shall apply.
- 6. Each invoice shall reference the contract number in which the order has been placed.
- 7. Questions concerning this Request for Statements of Qualifications should be directed to Alan Meadors at 901-636-4313 or Mars Natuplag at 901-636-0305.

INSURANCE REQUIREMENTS FOR INDUSTRIAL EQUIPMENT RENTALS

The Vendor shall not commence any work under this contract until it has obtained and caused its subcontractors to procure and keep in force all insurance required. The Vendor shall require all subcontractors to carry insurance as outlined below, in case they are not protected by the policies carried by the Vendor. The Vendor is required to provide copies of the insurance policies upon request. The Vendor shall furnish the Risk Manager a Certificate of Insurance and/or policies attested by a duly authorized representative of the insurance carrier evidencing that the insurance required hereunder is in effect. All insurance companies must be acceptable to the City of Memphis and licensed in the state of Tennessee with a Best Insurance Rating of A and Class VII or better and authorized to do business in the state where the work is performed.

If any of the Insurance Requirements are non-renewed at the expiration dates, payment to the company may be withheld until those requirements have been met, or at the option of the City. The City may pay the renewal premiums and withhold such payments from any monies due the Vendor.

The Vendor shall indemnify, defend, save and hold harmless the City, its officers, employees, and agents, from and against any and all claims, demands, suits, actions, penalties, damages, settlements, costs, expenses, or other liabilities of any kind and character arising out of or in connection with the breach of this Agreement by Vendor, its employees, subcontractors, or agents, or any negligent act or omission of Vendor, its employees, subcontractors, or agents, which occurs pursuant to the performance of this Agreement, and this indemnification shall survive the expiration or earlier termination of this Agreement. The provisions of this paragraph shall not apply to any loss or damage caused solely by the acts, errors, or omissions of the City, its officers, employees and agents. Contracts for third party service providers should include indemnity provisions that protect the City from any liability arising out of the Vendor's loss of City's sensitive information.

Each certificate or policy shall require and state in writing the following clauses:

Vendor shall provide notice to the City within three (3) business days following receipt of any notice of cancellation or material change in Vendor's insurance policy from Vendor's insurer. Such notice shall be provided to City by registered mail, to the following addresses:

City of Memphis Attn: Risk Management 170 N. Main St., 5th Floor Memphis, TN 38103 City of Memphis Attn: Purchasing Agent 125 North Main, Room 354 Memphis, TN 38103

The Certificate of Insurance shall state the following: "The City of Memphis, its officials, agents, employees and representatives shall be named as additional insured on all liability policies." The additional insured endorsements shall be attached to the Certificate of Insurance and the Certificate of Insurance shall also state: "The additional insured endorsement is attached to the Certificate of Insurance."

WORKERS COMPENSATION:

The Vendor shall maintain in force Workers' Compensation coverage in accordance with the Statutory Requirements and Minimum Limits of the State of Tennessee and shall require all subcontractors to do likewise.

Employer's Liability \$100,000 Each Accident

\$500,000 Disease-Policy Limit \$100,000 Disease-Each Employee

AUTOMOBILE LIABILITY:

Covering owned, non-owned, and hired vehicles with Minimum Limits of:

\$1,000,000 Each Occurrence – Combined Single Limits

COMMERCIAL GENERAL LIABILITY:

Commercial General Liability Insurance, including Premises and Operations, Contractual Liability, Independent Contractor's Liability, and Broad Form Property Damage Liability Coverage with Minimum Limits of:

\$2,000,000 General Aggregate

\$2,000,000 Products-Completed Operations \$1,000,000 Personal and Advertising Injury

\$1,000,000 Each Occurrence (Bodily Injury & Property Damage)

\$ 50,000 Fire Damage any One Fire

\$ 5,000 Medical Expense any One Person

UMBRELLA LIABLITY with Minimum Limits of:

\$ 2,000,000 Each Occurrence / \$2,000,000 Aggregate

PROPERTY INSURANCE:

The Vendor shall be responsible for maintaining any and all property insurance on their own equipment and shall require all subcontractors to do likewise. The Vendor shall require all subcontractors to carry insurance as outlined above, in case they are not protected by the policies carried by the Vendor.

The Vendor is required to provide copies of the insurance policies upon request.

INLAND MARINE - SUGGEST ALL RISK INLAND MARINE:

SCHEDULED PROPERTY FLOATER – All Risk, valuing specific amounts per piece of equipment being delivered, covering total of all pieces per shipment.

TRANSPORTATION FLOATER – All Risk, valuing specific amounts per piece of equipment being delivered, covering total of all pieces per shipment.

STATEMENT OF QUALIFICATIONS FOR RENTAL EQUIPMENT AND RELATED SERVICES

SUBMITTAL FORM

Company Name:		
Company Address:		
Company Contact:		
Contact Phone #:		
Contact Email:		
Signature of Bidder:		
Equipment Rental Category (chec	k all that apply)	
Crane	Dozer	Trackhoe
Front End Loader	Dump Truck	Fork Lift
Generator	Compressor	Pumps and specialty pipes
Lighting	HVAC	Fans
Pressure Washer	Water Truck	Roll-offs
HDPE Fusing Machine	Hydro-Vac Trucks	Drag Lines or Dredgers
Low boy trailers	Welding machines	Compressed gas cylinders
Man lifts / Scissor lifts	Stump Grinders	Specialty Tools

	Hammer Drills	Core Bore Machines	Other
***	***Note: Other equipment not sp	ecifically mentioned above n	nay be requested.
2.	Years in Business Representing D	ealers and Description	
	1 8	r	
3.	Three Job References Related to C	Category	
4.	Additional Information		

5. Describe all ongoing and past civil and criminal proceedings within the last 10 years. Indicate the status of current proceeding and the outcome of closed or completed actions. Also, describe, if any, how the outcome of actions impacted company business operations. Attach additional pages if necessary.

Note: If no civil and criminal proceedings within the last 10 years, indicate here and return this attachment with your proposal.